

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
OHIO, WESTERN DIVISION AT DAYTON

Frank J. Hora, et al. v. Perry Township, Ohio, et al.

Hora · No. 3:22-cv-326 · Decided January 16, 2026

SUMMARY

The United States District Court for the Southern District of Ohio granted Frank J. Hora’s unopposed motion to reopen the action due to settlement issues and denied his request to recuse Magistrate Judge Caroline H. Gentry. The court referred the matter to Judge Gentry for a mediation conference concerning the existence and enforceability of any settlement, potential sanctions, and the effect of an unrepresented plaintiff entity, and denied the defendants’ summary-judgment motions without prejudice.

OPINION

Hora

PER CURIAM.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

FRANK J. HORA, et al., Plaintiffs, Case No. 3:22-cv-326 vs. PERRY TOWNSHIP, OHIO, et al.,
District Judge Michael J. Newman Magistrate Judge Peter B. Silvain, Jr. Defendants. Magistrate
Judge Caroline H. Gentry (Settlement)

ORDER: (1) GRANTING PLAINTIFF FRANK J. HORA’S PRO SE UNOPPOSED
MOTION TO REOPEN THIS ACTION DUE TO SETTLEMENT ISSUES (Doc. No. 51);
(2) DENYING PLAINTIFF’S PRO SE REQUEST TO RECUSE UNITED STATES
MAGISTRATE JUDGE CAROLINE H. GENTRY FROM THIS CASE (Doc. No. 59); (3)
REFERRING THIS CASE TO JUDGE GENTRY FOR A MEDIATION CONFERENCE;
(4) REQUIRING JUDGE GENTRY TO ISSUE AN ORDER OR REPORT AND
RECOMMENDATION, AS NECESSARY; AND (5) DENYING WITHOUT PREJUDICE
AND SUBJECT TO RENEWAL DEFENDANTS’ MOTIONS FOR SUMMARY
JUDGMENT (Doc. Nos. 33, 34)

For good cause shown, and in the absence of opposition, Plaintiff Frank J. Hora’s pro se1
unopposed motion to reopen this action due to settlement issues is GRANTED. Doc. No. 51. The
Court DENIES Plaintiff’s pro se request to recuse United States Magistrate Judge Caroline H.

Gentry from this case. Doc. No. 59. The Court REFERS this case to Judge Gentry for a mediation conference to determine:

1. Did the parties settle;
2. Whether there was an enforceable settlement agreement;
3. If there was an enforceable agreement, whether sanctions should be imposed for failure to satisfy the terms of the agreement; and 1 As with all pro se litigants, Plaintiff's documents and allegations are liberally construed in his favor. See *Erickson v. Pardus*, 551 U.S. 89, 94 (2007) (per curiam).
4. Whether Plaintiff Tukens LLC's lack of counsel impacts the validity of the settlement agreement. Judge Gentry shall issue an Order or Report and Recommendation, as necessary. Finally, given this referral, the Court DENIES WITHOUT PREJUDICE AND SUBJECT TO RENEWAL Defendants' motions for summary judgment. Doc. Nos. 33, 34. IT IS SO ORDERED. January 16, 2026 s/Michael J. Newman Hon. Michael J. Newman United States District Judge